

SECTION J – ATTACHMENTS

EXHIBIT C - COLLECTIVE BARGAINING AGREEMENT (CBA)

COVERPAGE OF ATTACHMENT TO EXHIBIT C

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor in performing the above services and covered by the Collective Bargaining Agreement between Accent Service Company (Prime Contractor) and Teltara (SubContractor), and Public Service Employees local Union 572, Laborer's International Union of North America, AFL-CIO, are to be paid wage rates and fringe benefits set forth in the attached bargaining agreement(s), effective: November 1, 2004 through November 1, 2009 and in effect from year to year thereafter, expires October 31, 2010. Those employees not covered by this collective bargaining agreement are covered by the wage determination in Exhibit C.


The successful awardee shall renegotiate a new CBA with The Public Service Employees Local Union #572, to include wages, fringes, etc., within 30 days after contract award. The CBA shall remain in effect during the entire period of performance, to include all option years.


ADDENDUM "A"

**SERVICE CONTRACT AGREEMENT BETWEEN
PUBLIC SERVICE EMPLOYEES LOCAL UNION 572
AND
ACCENT SERVICE COMPANY INC/LANGLEY RESEARCH CENTER
NNL06AA19C**

ITEM	CLASSIFICATION	PRESENT RATE	RATE EFFECTIVE
Wages	Cleaner/Crew Leader	\$ 11.75	11/01/2009 \$ 11.98
	Cleaner	\$ 11.30	\$ 11.52
	Maintenance Leader	\$ 11.75	\$ 11.98
	Maintenance Specialist	\$ 11.30	\$ 11.52
	Floor Maintenance Leader	\$ 11.75	\$ 11.98
	Floor Maintenance Specialist	\$ 11.30	\$ 11.52
Health/Welfare	Plan A Short Term Disability Man-U	\$3.16 per hour paid	\$3.16 per hour paid
Select Benefit Health Plan	Employer Sponsored Plan	\$.50 per hour for benefits attached	\$.50 per hour for benefits attached
Pension	Accent Service Company Profit Sharing Plan	\$.65 cent per hour Employer contribution	\$.65 cent per hour Employer contribution
Sick Leave	See Article XVIII of the CBA	6 days a year - ½ day per month	6 days a year - ½ day per month
Vacation	See Article XVII of the CBA	1 week after 1 year 2 weeks after 2 years 3 weeks after 7 years 4 weeks after 10 years	1 weeks after 1 year 2 weeks after 2 years 3 weeks after 7 years 4 weeks after 10 years
Holiday	See Article XVI of the CBA	10 Days Per Year	10 Days Per Year
Uniforms	See Article XXIII of the CBA	See Article XXIII of the CBA	See Article XXIII of the CBA
Bereavement Leave	See Article XIX of the CBA	3 days for immediate family	3 days for immediate family
Mileage		50.5 cents per mile per IRS standards	50.5 cents per mile

In the event there are conflicts between the language of the collective bargaining agreement and this Addendum A, the language of this Addendum shall apply.


Dan Yasui
Accent Service Company, Inc.


Larry H. Doggette
LIUNA PSE Local Union 572

DATE

August 20, 2009

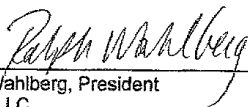
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August 13, 2009

ADDENDUM "A"
SERVICE CONTRACT AGREEMENT BETWEEN
PUBLIC SERVICE EMPLOYEES LOCAL UNION 572
AND
TELTARA LLC/LANGLEY RESEARCH CENTER
NNL06AA19C


ITEM	CLASSIFICATION	PRESENT RATE	RATE EFFECTIVE 11/01/2009
Wages	Cleaner/Crew Leader	\$ 11.75	\$ 11.98
	Cleaner	\$ 11.30	\$ 11.52
	Maintenance Leader	\$ 11.75	\$ 11.98
	Maintenance Specialist	\$ 11.30	\$ 11.52
	Floor Maintenance Leader	\$ 11.75	\$ 11.98
	Floor Maintenance Specialist	\$ 11.30	\$ 11.52
Health/Welfare	Plan A Short Term Disability Man-U	\$3.16 per hour paid	\$3.16 per hour paid
Select Benefit Health Plan	Employer Sponsored Plan	\$.50 per hour for benefits attached	\$.50 per hour for benefits attached
Pension	Laborers' National (Industrial) Pension Fund	\$.65 cent per hour Employer contribution	\$.65 cent per hour Employer contribution
Sick Leave	See Article XVIII of the CBA	6 days a year - ½ day per month	6 days a year - ½ day per month
Vacation	See Article XVII of the CBA	1 week after 1 year 2 weeks after 2 years 3 weeks after 7 years 4 weeks after 10 years	1 weeks after 1 year 2 weeks after 2 years 3 weeks after 7 years 4 weeks after 10 years
Holidays	See Article XVI of the CBA	10 Days Per Year	10 Days Per Year
Uniforms	See Article XXIII of the CBA	See Article XXIII of the CBA	See Article XXIII of the CBA
Bereavement Leave	See Article XIX of the CBA	3 days for immediate family	3 days for immediate family
Mileage		50.5 cents per mile per IRS standards	50.5 cents per mile

In the event there are conflicts between the language of the collective bargaining agreement and this Addendum A, the language of this Addendum shall apply.


 Ralph Wahlberg, President
 Teltara LLC

DATE

17 Aug 09


 Larry H. Doggette
 LIUNA Local Union 572

DATE

August 13, 2009

SERVICE CONTRACT AGREEMENT

BETWEEN

PUBLIC SERVICE EMPLOYEES LOCAL 572 L.I.U.N.A, AFL-CIO

AND

ACCENT SERVICE COMPANY INC. (PRIME CONTRACTOR)

NASA/LANGLEY RESEARCH CENTER

EFFECTIVE NOVEMBER 01, 2005

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SERVICE CONTRACT AGREEMENT

THIS AGREEMENT made and entered into effective this 1st day of November, 2005, by and between ACCENT SERVICE COMPANY INC (hereinafter referred to as the “Employer” or Prime Contractor) and The Public Service Employees Local Union #572 (hereinafter referred to as the “Union”).

ARTICLE 1

PURPOSE AND SCOPE

It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering wages, hours of work and conditions of employment to be observed between the parties hereto, and to provide procedures for prompt, equitable adjustments of alleged grievances to the end that there shall be no work stoppages, strikes or lockouts during the life of this Agreement.

ARTICLE 2

UNION RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative of employees that are in Schedule A employed by the Employer with respect to wages, hours and all other terms and conditions of employment

ARTICLE 3

UNION SECURITY AND MEMBERSHIP

Section 1. All present employees who are members of the Union on the effective date of this Agreement shall remain members. All present employees who are not members of the Union, and all new employees hired hereafter, shall, become members of the Union as of the effective date of this Agreement, or not later than the 31st day of their

employment, whichever occurs later. All employees shall remain members in good standing for the full term of this Agreement.

Section 2. The foregoing provision shall not apply in an state, to the extent that it may be prohibited by state law. When work covered by this Agreement is to be performed upon property of the United States Government, as to which the provisions of any states “right-to-work” laws are inapplicable, all employees covered by this agreement, who are performing such work, shall be required, to obtain membership in the Union no later than the thirty-first (31st) day of such employment or the effective date of this Agreement, whichever is later, and maintain such membership in the Union while so employed.

Section 3. Membership in the Union is separate, apart and distinct, from the assumption by an employee of his equal obligation to the Union, insofar as he/she receives benefits or his/her equal to that received by other employees. The Union is required, under this Agreement, to represent all of the employees in the bargaining unit fairly and equally, without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit, and not for members of the Union only. Accordingly, it is fair and equitable that such employee in the bargaining unit assumes his/her fair share of meeting the Union’s costs and expenses in performing its duties as the exclusive bargaining representative.

Section 4. In accordance with the policy set forth, under Section Three (3) of this Article, all employees who are not members of the Union shall pay to the Union, as the employees’ exclusive bargaining representative, an amount of money equal the Union’s regular and uniformly imposed initiation fees and dues. For present employees, such payments shall commence no later than the thirty-first (31st) day of their employment.

Section 5. in the event that any or all of the states described in Section Two (2) of this Article, a decision or action of the United States Congress, States legislature, a court or administrative board of competent jurisdiction, shall make the “Union Shop” or “Agency Shop” a lawful practice, the same shall become operable immediately and shall apply to all present and future employees.

ARTICLE 4

CHECK-OFF – DUES DEDUCTION

The Employer agrees to honor check-off cards, signed by the individual employees, which authorize the Employer to deduct from the employee’s paycheck each month, the Union dues, and initiation fees, as certified by the Union, and remit same within thirty-one (31) days to the Secretary-Treasurer of the appropriate Local Union. The Union agrees that in the event of any change in the Union’s dues structure, it will notify the Employer twenty (20) days prior to the first pay period of the following month. The Employer will furnish the Union with the names and addresses of all current and newly hired employees.

ARTICLE 5

NO DISCRIMINATION

Neither the employer, nor the Union, shall discriminate against, or in favor of, any employee on account of race, color, creed, national origin, political belief, sex, age, veterans, or handicapped, or because any employee exercised his/her rights under any federal or state law. All employer policies, rules and interpretations of this Agreement shall be applied equally to employees in the bargaining unit. The Union also recognizes the employer’s Affirmative Action Programs.

ARTICLE 6

UNION REPRESENTATION

Section 1. The number and need of stewards shall be determined by the Union, and appointments thereof will be made by the appropriate Business Manager. The Union agrees to limit the number of stewards to a maximum of one (1) per shift where possible.

Section 2. The Local Union shall supply the Contactor, in writing, and shall maintain with the contractor on a current basis, a complete list of all current authorized stewards, together with the designation of the group of employees they are authorized to represent.

Section 3. The Employer agrees to recognize the officers, stewards and duly designated representatives of the Union, and shall be kept advised, in writing, by the Local Union of the names of its local officers and representative.

Section 4. The Employer agrees that in the event it is planned to transfer a steward, officer, or representative, from one work shift to another, it will inform the Local Union five (5) days prior to such action.

Section 5. Authorized agents of the Union shall have access, with reasonable advance notice, to the Employer's establishment during working hours, without undue interference with Employer operations, for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to.

ARTICLE 7

DISCHARGE AND SUSPENSION

Section 1. An employee shall be subjected to immediate discharge for the following types of reasons:

- (a) Dishonesty, which includes misuse of time cards, time clocks, or time sheets.
- (b) Intoxication during working hours.
- (c) Use, possession, and/or distribution of drugs, or being under the influence of drugs during the working hours.
- (d) Fighting while on the premises or unwelcome physical contact is prohibited.
- (e) Unwanted touching and/or horse play.
- (f) Deliberate property damage or other such gross misconduct.
- (g) Not reporting to work for three (3) consecutive workdays or over staying an authorized leave of absence, without notifying the Employer.
- (h) Any false statement made on the application for employment or the medical examiner with the intent to deceive.
- (i) Unauthorized possession of firearms or explosives within the facilities.
- (j) Employees restricted by the Government from entering the Government installation
- (k) Sleeping on the job.

Section 2. other than the types of reasons identified above in Section one (1), the Employer shall not discharge any employee without just cause, and with respect to any such discharge, the employer shall give at least one (1) warning notice to the employee of

any complaint against such employee, in writing, and a copy of the same to the Local Union. Once warning notices become twelve months old, said notice shall be voided, and not be operative in the future. Warning notices of complaints against an employee need not be for similar reasons.

Section 3. The following shall constitute the types of rules and regulations in which the Employees shall be required to follow:

- (a) Gambling, including games of chance, operation of pools, lotteries, etc, within the facilities, shall not be permitted.
- (b) Amoral conduct of indecency on the premises shall not be permitted.
- (c) Insubordination or refusal or intentional failure to perform assignment and/or failure to respond to emergency response procedure after duty hours.
- (d) Vending, soliciting, or collecting contributions for any purposes whatsoever, at anytime, on the premises, unless authorized.
- (e) Excessive absenteeism and tardiness, abuse of sick leave, shall not be permitted.
- (f) Failure to perform work assigned to prescribed standards.
- (g) Failure to report to place of work after punching time clock or signing in.
- (h) Employees shall not wash up or change clothes until their equipment is cleaned and stored. Employees shall not leave the premises before the end of their scheduled workday.
- (i) Leaving assigned work area without notifying the supervisor during regular working hours, except for unpreventable situations.

- (j) Creating or contributing to unsafe working conditions, shall not be permitted.
- (k) Smoking, drinking soda, coffee in unauthorized areas on Company time, shall not be permitted.
- (l) The use of abusive language to supervisor or fellow employees shall not be permitted.
- (m) Horse playing on the premises is prohibited.

Employees found guilty of violating employer rules and regulations may be suspended without pay, or discharged, in the following manner:

- (a) *First Offense* - Written warning and counseling or suspension depending on severity of the offense.
- (b) *Second Offense*- dismissal or three (3) to five (5) day suspension (at Employer's discretion).

Section 4. discharge or suspension must be proper written notice to the employee, shop steward, and a copy mailed to the Local Union affected.

Section 5. pursuant to the Worker Adjustment and Retraining Notification Act (Title 29, U.S. Code Section 2103) the parties understand that all employees have been hired by the Employer to fulfill the Employer's service contract with the U.S. Government, therefore limited to the duration of the Employer's undertaking. It is further understood that the employees' employment by Accent Service Company Inc. will terminate upon completion of the service contract if the service contract is not renewed.

ARTICLE 8

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. The parties to this Agreement, in the interest of resolving all disputes, complaints, or grievances, in connection with the interpretation or application of terms of this Agreement, have settled upon the following orderly and peaceful procedures.

: **Step One:** The employee shall report to the steward any issues relating to a grievance as defined above within three (3) calendar days of the occurrence. The steward shall investigate the matter and complete the grievance form and present the grievance to the employee's immediate supervisor within five (5) calendar days. During this period the steward, immediate supervisor and the employee shall meet and attempt to resolve the grievance. The immediate supervisor shall complete its section of the grievance form and return the grievance form to the steward if the resolution is reached. The grievance shall be considered resolved. If resolution has not been reached, the steward shall appeal the grievance to Step 2 within five (5) calendar days after receiving the grievance form from the immediate supervisor.

Step Two: Once the steward has received the grievance form from the immediate supervisor, the steward shall forward the grievance to the Project Manager or his designated representative. The Project Manager will meet with the steward and attempt to resolve the matter within five (5) calendar days upon receipt of the grievance. During this period, the Project Manager shall complete its portion of the grievance form and return the form to the steward. If resolution is reached, the grievance shall be considered resolved. If resolution has not been reached, the steward may appeal by processing the grievance to Step 3 by

forwarding the grievance to the Business Manager of the Union or his designated representative within five (5) calendar days after receiving the grievance from the Project Manager.

Step Three: The Business Manager shall review the grievance form and at his option further process the grievance to the Company's President by signing off on the grievance form and communicating his decision in writing to the President within five (5) calendar days of receipt of the Step 2 grievance. The President shall reply in writing to the Business Manager within ten (10) calendar days after receiving the Step 3 grievance. During this period the two parties may meet in an attempt to resolve the grievance. If resolution is not reached, the grievance may be appealed to Step 4, Arbitration.

Step Four: The party requesting arbitration shall serve notice to the other party within five (5) calendar days of the end of Step 3. The party invoking this procedure shall call upon the Federal Mediation and Conciliation Service to request a list of seven (7) arbitrators. The company and the Union shall alternately strike names from the list until one (1) Arbitrator remains. A flip of a coin will determine the first party to strike a name. The same arbitrator will not be used for more than one (1) arbitration unless mutually agreed between the parties. The parties agree that the decision or award of the arbitrator will be final and binding upon both parties, subject to such laws, rules and regulations as may be applicable. The arbitrator will have no authority to add to, subtract from or change any of the terms of this Agreement or Addendum. Each party will bear the expense of preparing its own case. The cost of the arbitrator's services and any other expenses

incidental to the arbitration mutually agreed to in advance, will be borne equally by the parties.

Section 2. The parties may, by mutual consent, select a mutually acceptable neutral to act as a temporary or permanent arbitrator for disputes arising under the terms of this Agreement.

Section 3. All time limits prescribed herein may be extended by mutual agreement by the Company and the employee. Failure of the Company to respond shall result in the granting of the relief sought in the grievance. Failure of the Union or employee to present the grievance to the next step within the time limits, shall constitute a basis for the company denying the grievance.

Section 4. In any case involving discharge or discipline imposed by the company, back wages, if any are awarded, shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or substitute earnings during the period of discharge or suspension.

ARTICLE 9

SENIORITY

Section 1. The Employer recognizes seniority with shall be based upon the length of continuous service, with previous, present and succeeding Employer's according to the Employer's and the Union's records, as an important factor to be considered by it in shift assignments, promotions, demotions, layoffs, and recalls after layoffs within the unit. It is understood, however, that the Employer may also consider efficiency and capability, provided that when these factors are equal, seniority shall prevail.

Section 2. No employee shall acquire any seniority rights, until he has been continuously employed by the present employer for a period of sixty (60) calendar days.

Section 3. A break in Seniority shall occur in the following events:

- (a) If an employee quits
- (b) If an employee is discharged for cause
- (c) If an employee takes an unauthorized leave of absence
- (d) If an employee is laid off for more than six (6) months
- (e) If an employee leaves due to military TDY assignment

Section 4. The employer shall supply the Union with an up-to-date seniority list, which shall be reviewed each six (6) months.

Section 5. Every new employee shall be on probation for a period of sixty (60) days and during this probationary period an employee may be dismissed for any reason considered justifiable by the Employer. Any employee so dismissed shall not have a right to invoke the grievance and arbitration procedure of this agreement.

ARTICLE 10

PROMOTIONS

Section 1. When the Employer determines that a vacancy exists in a classification, a notice of the vacancy shall be posted for a period of three (3) calendar days in the normal posting locations. Any employee in the Bargaining Unit shall be permitted to sign the notice indicating his/her desire to be selected for the position.

Section 2. In effecting a promotion, the Employer will give first consideration to employees of the unit and selection will be made therefrom unless an outsider application is clearly better qualified.

Section 3. The application of all candidates will be reviewed with full regard given to each candidate's skills, abilities, and experience. In making selections for promotion within the bargaining unit, all other factors being equal, the Employer agrees to promote the most senior employee.

ARTICLE 11

LEAVE OF ABSENCE

Section 1. Personal Leaves of Absence

- (a) A personal leave of absence without pay, for reasonable cause, as determined by the Employer, may be granted for a period up to ninety (90) calendar days, with written approval of the employee's supervisor at least fifteen (15) days in advance of such leave of absence, providing the employee can be spared from his/her regularly assigned job duties. Such leaves of absence may be extended for good cause, shown up on written approval of the Employer. Employees who are away for a period longer than the term of the leave of absence, or who accept employment elsewhere without permission of the Employer during such leaves of absence shall be considered to have voluntarily terminated their employment with the Employer. It is agreed and recognized by both the Employer and the Union that all employees covered by this Agreement upon leaving for the Military Services shall receive all benefits required by the Selective Service Act, the Veteran's Re-employment Act or other applicable law.
- (b) Employees shall not receive holiday pay for any holiday which falls during the period the employee is on leave without pay, which extends beyond ninety (90) days, nor shall such employee receive any accrued vacation for the period of the employer's absence.

Section 2. Military Leave of Absence

(a) The Employer and the Union agree to abide by the provisions of the Selective Service Act, and the Veteran's Re-Employment Act and other applicable laws relating to leave of absence for employees in the military, insofar as the provisions of said acts apply to the rights of the employees and the obligations of the Employer.

(b) Employees who are members of the National Guard and Military Reserve Units shall be granted necessary time off, without pay, in order that they may fulfill their military obligations. These employees must notify their supervisor immediately upon receiving notifications of training period or other obligations requiring a military leave of absence. Employees may elect to use earned vacation benefits (if eligible) during periods of military service.

(c) Active military personnel shall not be granted any leave of absence for any military TDY assignments by their military agency, as per Article 9 section 3(e), an employee leaving his work due to TDY assignment shall lose his/her seniority rights. The Employer provides Worker's Compensation coverage for employees who sustain an injury or contract a sickness covered by Worker's Compensation. The Employer will pay the injured or sick employee the difference between hours actually worked and hours scheduled on the date of the compensable injury. The Union will be provided a copy of any reported injury form WC-1 as a result of a covered worker's compensation injury.

Section 3. Injury or Sickness Leaves of Absence

(a) An employee desiring leave of absence from his employment shall secure written permission from the Employer. The maximum leave of absence shall be for ninety (90) days. An extension may be granted when required.

(b) Permission for leave must be secured from the Employer with a

copy mailed to the Union. Granting leaves of absence shall be for the following reasons: sickness, death in the immediate family, union activities, cases considered extreme hardship for an employee or any member of his/her immediate family, military duty, and in the case of compensation injuries or occupational disease.

(c) Employee Seniority shall continue to accrue during leave of absence. Leave or absence shall not cause a change in seniority date. However, if benefits accrue during a year in which a leave of absence is take, they shall be prorated according to service during that year. Leave of absence for maternity shall be granted in accordance to applicable law.

Section 4. Medical Treatment

The employer provides Worker's Compensation coverage for employees who sustain an injury or contract a sickness covered by Worker's Compensation. The Employer will pay the injured or sick employee the hours worked by his crew on the date of his injury or sickness.

ARTICLE 12

WAGES

Employees shall be paid wages and fringe benefits in accordance with this Agreement and the schedule of Wages identified as Addendum (A) for each location. The rates of pay and fringe benefits shall be negotiated between the Employer and designated representatives of the Local Union that has jurisdiction to represent the employees.

ARTICLE 13

SHIFT SCHEDULING, BASIC WORKWEEK & HOURS OF WORK

All employees shall be assigned to work in accordance with the hours of work and shifts determined by the Employer and designated representatives of the Local Union that has jurisdiction to represent the employees.

Section 1. **Work Week**

The regular work week for all employees shall begin and end at 12:00 midnight on Saturday. The Employer will make every effort in scheduling to insure that no employee work more than seven (7) consecutive days. Due to the inconsistent tasks and frequency scheduling, required by the contracting agency, the Union recognizes the fact that it is impossible to place all of the Employer's employees on a thirty-five (35), five (5) days per week, work week.

Section 2. **Days Off**

Each full time employee shall have two (2) scheduled days off in each regular work week. The Employer must notify the affected employee at least two (2) calendar days in advance of any change in regular "scheduled days off". Where employees are required to maintain continuous operation of departments or assignments, days off may be fixed or rotated consistent with the requirements of the service. The Employer will make every reasonable effort to arrange work schedules so that a maximum number of employees will be off duty on Saturday and Sundays, consistent with operational requirements. Shifts for all regular employees shall be established as follows:

- (a) Shifts will be established by the Employer to best accomplish the mission of the duty assignment; and

- (b) employees transferred from one shift to another shall receive at least twenty-four (24) hours' notice except during emergencies or operational needs that dictate otherwise.

Section 3. Shifts

Shifts for all regular employees shall be established as follows:

- (a) Shifts will be established by the Employer to best accomplish the tasks and frequency schedules
- (b) Employees transferred from one shift to another shall receive at least twenty-four (24) hours notice except during emergency
- (c) Emergency Discontinuance of Operations. In the event of any emergency (i.e. sever weather conditions) requiring the discontinuance of the Employer's operations, employees will be released from work and/or will be excused from their obligations to report work in accordance with directive which may be issued by the military installation. The Employer shall not be required to pay wages unearned by employees as a result of such discontinuance of operations
- (d) No employee shall be required to work more than four (4) hours without a lunch period. Meal period shall be minimum of one half (1/2) hour and a maximum of one (1) hour and shall be without pay.

The provisions of the Article shall not be construed as a limitation upon the number of hours per day, per week, the Employer may operate business or schedule ins employees, nor shall it be construed as a guarantee of the minimum of hours available to employees.

ARTICLE 14

SHOW UP AND REPORTING TIME

Any employee reporting for work at the regular starting time, when he has not been notified not to report and for whom no work is provided, shall receive two (2) hours per day as his/her regular hourly rate. Any employee reporting for work at the regular starting time, and who is placed at work, shall be paid for no less than four (4) hours at his regular rate, even though four (4) hours have not been worked.

If more than four (4) hours are worked in any one shift, an employee shall receive pay for actual hours worked. Any employee called outside his regular working hours, or on his/her scheduled days off, shall be guaranteed a minimum of three (3) hours pay at the regular rate.

ARTICLE 15

OVERTIME

Overtime shall be paid at the rate of one and one-half (1-1/2) times the straight hourly rate. Overtime may be defined as:

(a) All work performed in excess of fourth (40) hours in any work week. The employer will distribute overtime work as is necessary, and as fairly as possible. Between employees affected by such overtime work. When an employee is required to work as Lead Person, he/she shall be paid that pay based on working fourth (40) hours in that position.

ARTICLE 16

HOLIDAYS

Section 1 Employees shall be entitled to the number of paid holidays as identified in Addendum (A) covering their location. Any employee who is absent

ARTICLE 14

SHOW UP AND REPORTING TIME

Any employee reporting for work at the regular starting time, when he has not been notified not to report and for whom no work is provided, shall receive two (2) hours per day as his/her regular hourly rate. Any employee reporting for work at the regular starting time, and who is placed at work, shall be paid for no less than four (4) hours at his regular rate, even though four (4) hours have not been worked.

If more than four (4) hours are worked in any one shift, an employee shall receive pay for actual hours worked. Any employee called outside his regular working hours, or on his/her scheduled days off, shall be guaranteed a minimum of three (3) hours pay at the regular rate.

ARTICLE 15

OVERTIME

Overtime shall be paid at the rate of one and one-half (1-1/2) times the straight hourly rate. Overtime may be defined as:

(a) All work performed in excess of fourth (40) hours in any work week. The employer will distribute overtime work as is necessary, and as fairly as possible. Between employees affected by such overtime work. When an employee is required to work as Lead Person, he/she shall be paid that pay based on working fourth (40) hours in that position.

ARTICLE 16

HOLIDAYS

Section 1 Employees shall be entitled to the number of paid holidays as identified in Addendum (A) covering their location. Any employee who is absent

Section 5. if one of the aforementioned holidays falls within an employee's scheduled vacation, such employee shall receive one (1) additional day of paid vacation.

Section 6. in order for an employee to be entitled to receive pay for holidays not worked he/she must have been an employee of the company for sixty (60) days.

ARTICLE 17

VACATIONS

Section 1. employees shall receive paid vacation on their anniversary date as identified in Addendum (A) covering their location. Vacation shall not be paid or earned on a pro-rata basis, or during a period of layoff. Vacation pay shall be figured on the basis of the employee's normal work week. In addition, two (2) people working on the same team will not be granted vacation at the same time.

Section 2. the employer shall offer the employees the opportunity to request their vacation in advance for approval. This vacation schedule shall be approved no later than March 15th of each year. In selection of vacations the employee's seniority shall be determining factor. Once the vacation schedule is completed and approved it can not be arbitrarily changed by the employer. Employees shall be required to schedule their vacation in advance, as stated above, but when getting unscheduled vacation approved at a later date, it must be understood that approved vacation on the vacation schedule shall be recognized first in cases where an employee is requesting the same days off as another employee who has prior approval to take. Vacations must be used within the twelve (12) months following the employee's anniversary date.

Section 3. notwithstanding that an employee is otherwise entitled to a vacation and has qualified for same, he forfeits all vacation pay or privileges if prior to

taking his vacation he quits without giving the Company one (1) week's written notice of his intention to quit. He also forfeits his vacation pay or privileges if he fails to report to work three (3) or more times without notice to the Employer. This is grounds for removal for cause pursuant to Article 5.

ARTICLE 18

SICK LEAVE

Employees shall be entitled to sick leave per year, with pay, at the employee's regular rate of pay, as identified in Addendum (A) covering their location. The Employer may require medical proof of illness for absence in excess of two (2) days with sick leave. No sick leave pay shall be made for less than one half (1/2) day, employee will receive regular pay for hours worked and will receive no sick leave is available as earned and should be used accordingly. Abusing sick leave shall require proof of illness the first day of absence in order to receive sick leave pay.

ARTICLE 19

BEREAVEMENT LEAVE

Bereavement leave, as identified in Addendum (A), shall be recognized as follows: An employee who has a death in his/her immediate family defined as his/her spouse, parent, brother, sister, children, or member of immediate family through adoption or guardianship, shall be paid up to and including three (3) days' pay at his/her regular rate for time missed within one (1) week of the funeral. (Documentation may be required to show that legal adoption or guardianship does exist when death occurs to a family member in this category.)

ARTICLE 20

HEALTH AND WEALFARE

The Employer shall contribute, for each hour for which an employee covered by this Agreement is entitled to pay, to Man-U Service, Plan B in accordance with Addendum (A) to this Agreement.

ARTICLE 21

PENSION

The Employer shall contribute, for each hour for which an employee covered by this agreement is entitled to pay, to the Accent Service Company Inc. Profit Sharing Plan in accordance with Addendum (A) to this Agreement.

ARTICLE 22

HIRING OF EMPLOYEES

Section 1. The Employer agrees that it will contact the Union office and give the Union an opportunity to furnish all classes of employees covered by this Agreement, but the employer may obtain applicants from any and all other sources for the particular requirements. The Union shall endorse any requirements for hiring employees who would be trainees under federal control (WINS). The Union also recognizes that the employer is required to notify the State Job Service of openings.

Section 2. Selection of applicants for referral to or fro employment on jobs, shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by,

Union membership, by laws, rules, regulations, constitutional provisions, or any other obligation or aspect of Union membership, policies, or requirements.

Section 3. when the Employer is awarded a new service contract, in a location when the Laborers' International Union of North America already represents employees through a prior collective bargaining agreement, with the predecessor contractor, the employee signatory to this Agreement agrees to retain the necessary number of employees of the predecessor contractor required for Service contract performance. Article 9, Seniority, shall be applicable in the above.

ARTICLE 23

WASH AND WEAR UNIFORMS

The Employer shall provide two (2) wash and wear uniforms to new employees upon INITIAL employment. One (1) new uniform shall be provided to each employee, without cost, per year. The employees shall launder and maintain their own uniforms at their own expense.

ARTICLE 24

MISCELLANEOUS

Section 1. The Employer will provide facilities where all employees may eat their meals at their regularly scheduled times, provided such facilities are made available by the U.S. Government.

Section 2. The Employer agrees to give the Local Union a copy of the Employer's written personnel policies, and copies of the job descriptions for all

classifications in the bargaining units. If no job description exists for a job classification it will be immediately negotiated jointly by the Union and the Employer

Section 3. Supervisors and other personnel outside the bargaining unit shall not regularly perform bargaining unit work so as to replace bargaining unit employees. The parties to this Agreement recognize, however, that such activity may be necessary from time-to-time to insure the efficient and profitable operation of the Employer and, therefore, agree that such activity is not violation of the provision of this Agreement.

Section 4. The pay period and payday shall be semi-monthly.

Section 5. Employees who are discharged from the services of the Employer shall receive their wages and personal property in full at the next regular payday thereafter. Employees who quit the services of the Employer without urgent reason will receive their wages at the next regular payday, but may receive their personal property upon quitting. No employee who is discharged or resigned will receive any wage until he/she has furnished proof that his file at Base Security has been cleared, and all badges/passes surrendered, and has cleared the Employer's property files. No wages will be released until all uniforms are turned into the Employer in a clean and non-abusive form.

Section 6. The Union agrees to encourage all employees in the bargaining unit to adhere to and follow rules and regulations as outlined in Article 7, Section 3 of this Agreement.

ARTICLE 25

NO STRIKES – NO LOCKOUTS

Section 1. It is the intent and purpose of the parties hereto, set forth herein, the basic Agreement covering wages, hours of work and other terms and conditions of

determination issued as a result of the appeal providing that the Employer's fixed cost contract has been increased accordingly.

ARTICLE 27

HEALTH AND SAFETY

The Employer and the Union agree that they will cooperate in the enforcement of health and safety standards, and rules that may be established by the Employer in compliance with OSHA or other statutory regulations.

ARTICLE 28

PHYSICAL EXAMINATION

If required by the Contracting Agency, the Employer may require an employee to undergo physical examination, and it shall have the right to select the examining physician, request the physician to conduct specific tests, and to receive written reports from the physicians as to his/her findings. Such reports shall be considered and treated in a confidential manner by the Employer. The total cost of such physical examinations, exclusive of any treatment given, shall be borne by the Employer.

ARTICLE 29

MANAGEMENT CLAUSE

Section 1. The Employer retains the sole rights in its discretion to manage its business, to hire, discharge for cause, layoff, assign, transfer and promote its employees, to determine the starting and quitting time and the number of hours to be worked; and all other rights and prerogatives subject only to such regulations and restrictions governing the exercise of these rights as expressly provided in the Agreement.

Section 2. The execution of the Agreement shall not create any vested rights in the employees of the Employer, and all rights not specifically relinquished by the Employer in this Agreement, shall remain the Employers.

ARTICLE 30

REOPENER CLAUSE FOR LOCAL WAGE DETERMINATION

The Employer and Public Service Employees Local 572, AFL-CIO agrees to meet for the purposes of negotiating local area wages and fringe benefits as Addendum (A). by mutual agreement between the Employer and the Local Union, these negotiations shall commence between sixty (60) to one hundred twenty (120) days prior to the expiration date of the Employer's contract with the Federal Installation described in Addendum (A).

ARTICLE 31

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall insure to the benefit of the parties hereto their successors and assigns.

ARTICLE 32

SAVINGS CLAUSE

In the event that any term or provision of this Agreement shall be declared in violation of state or federal law, or shall, through action of any federal or state legislation, become unlawful, such term or provision shall be void and of no effect in that particular jurisdiction. All other terms and conditions of this Agreement shall remain in full force and effect.

ARTICLE 33**EFFECTIVE DATE AND DURATION**

This Agreement, effective this 1st day of November 2005, shall be binding upon the parties hereto, their successors in the employing industry and their administrators, executors and assigns, and shall remain in full force and effect until 2009. And shall continue in effect from year to year thereafter, unless written notice is given by the Union or Employer, one hundred twenty (120) days prior to the expiration date, of its desire to modify, amend or terminate this Agreement. The parties shall begin good faith bargaining within fifteen (15) days after receipt of such notice. Addendum attached hereto will open annually for renegotiating wages, fringes, etc... as set forth in said Addendum. If the parties are unable to agree to changes in aforementioned conditions, the parties shall be free to resort to economic recourse, notwithstanding the provisions of this Agreement.



For Accent Service Company, Inc

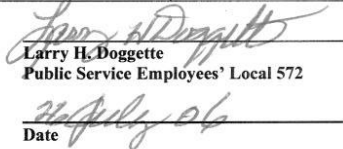
For the Union

ADDENDUM "A"
SERVICE CONTRACT AGREEMENT BETWEEN
PUBLIC SERVICE EMPLOYEES LOCAL UNION 572 AND
ACCENT SERVICE COMPANY INC./LANGLEY RESEARCH CENTER

ITEM	CLASSIFICATION	CURRENT WAGES	RATE EFFECTIVE 11/01/2006
WAGES	Cleaner/Crew Leader	\$9.09	\$10.00
	Cleaner	\$8.43	\$9.05
	Maintenance Leader	\$9.09	\$10.00
	Maintenance Specialist	\$8.74	\$9.24
	Floor Maint. Leader	\$9.09	\$9.54
	Floor Maint. Specialist	\$8.74	\$9.24
HEALTH & WELFARE	Plan A (Short-Term Disability)	\$2.21 per hour paid	\$2.76 per hour paid
COMPANY EMPLOYEE FUND	Accent Service Company Inc, Profit Sharing plan.	Thirty-five (\$0.35) cents per hour that an employee is entitled to pay	Fifty-five (\$0.60) cents per hour that an employee is entitled to pay
SICK LEAVE	See Article XVIII of the CBA	(6 Days per year) employee earns one-half (1/2) day per month	(6 Days per year) employee earns one-half (1/2) day per month
VACATION	See Article XVII of the CBA	1 week after 1 yr. 2 weeks after 2 yrs. 3 weeks after 7 yrs. 4 weeks after 10 yrs.	1 week after 1 yr. 2 weeks after 2 yrs. 3 weeks after 7 yrs. 4 weeks after 10 yrs.
HOLIDAYS	See Article XVI of the CBA	10 days per yr.	10 days per yr.
UNIFORMS	See Article XXIII of the CBA	As described in Article XXIII of the CBA	As described in Article XXIII of the CBA
BEREAVE- MENT LEAVE	See Article XIX of the CBA	3 days for immediate family	3 days for immediate family


 Dan Yasui
 Accent Service Company Inc.,

26 J
 Date


 Larry H. Doggette
 Public Service Employees' Local 572

26 July 06
 Date

ADDENDUM B

ACCENT SERVICES COMPANY, INC. PROFIT SHARING PLAN: The Employer has agreed to make Money Fund contribution on behalf of every employee covered by the Agreement. This Addendum sets forth more particularly the terms and conditions of the Employer's contribution obligations to this Fund, subject to any rights reserved by the Funds trustees to accept or not to accept the unit of the employees covered by the Agreement into the Participation.

ACCENT SERVICES COMPANY, INC. PROFIT SHARING PLAN

- (a) The Employer shall contribute to the Accent Services Company, Inc. Profit Sharing Plan for Each hour for which an employee covered by this Agreement is entitled to pay, including hours of paid vacation, paid holidays, and rate shall be the rate set forth in Addendum (A) to the Agreement. Contribution to the fund for an employee shall commence with the Employee's first day of employment in classification covered by this Agreement.
- (b) Contribution to the Fund Shall be due on a monthly basis and specifically by the Twentieth (20th) day of the first month following the month following the month during which contributions owed (if any) for the proceeding month. Such reports shall be submitted even if the employees performed no work and no contributions are owed to the fund for the month covered by the report.
- (c) The Fund shall have the right and authority to have a certified public accountancy firm audit the payroll and other records of the Employer for purposes of Verifying the accuracy of the contributions made to the Fund by the Employer, verifying employee eligibility and other purposes necessary for administration of the fund. The Employer and the Union also agree to provide the Fund with any and all truthful information necessary for administration of the Fund.
- (d) All contribution payment shall be made payable to the Accent Services Company, Inc. Profit Sharing Plan, and set to 14635 N. Kierland Blvd, Suite 140, Scottsdale, AZ 85254.
- (e) If the Employer fails to submit contributions or contribution reports to the Fund when due, it shall be considered in default and shall be subject to charges for interest liquidated damages, attorney fees, costs, audit fees and other costs of collection in accordance with the Fund's Agreement and Declaration of Trust. The Fund shall have the right to take any and all lawful action to secure payment of contributions and submission of the commencement of legal proceedings against the Employer and others acting on it's behalf.

The Employer's obligations with respect to the fund shall not be subject to any grievance or arbitration procedure under this Agreement. The Union shall have the right to take whatever steps it deems necessary to secure compliance by the Employer with its contributions obligations.

- (f) The Employer and the Union agree to accept, be bound by, and comply fully, a copy of the fund's Agreement and Declaration of Trust. A copy of which has been provided to both.

SERVICE CONTRACT AGREEMENT

BETWEEN

PUBLIC SERVICE EMPLOYEES LOCAL 572 L.I.U.N.A, AFL-CIO

AND

TELTARA INC.

NASA/LANGLEY RESEARCH CENTER

EFFECTIVE NOVEMBER 01, 2005

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SERVICE CONTRACT AGREEMENT

THIS AGREEMENT made and entered into effective this 1st day of November, 2005, by and between Teltara Inc. (hereinafter referred to as the “Employer”) and The Public Service Employees Local Union #572 (hereinafter referred to as the “Union”).

ARTICLE 1

PURPOSE AND SCOPE

It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering wages, hours of work and conditions of employment to be observed between the parties hereto, and to provide procedures for prompt, equitable adjustments of alleged grievances to the end that there shall be no work stoppages, strikes or lockouts during the life of this Agreement.

ARTICLE 2

UNION RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative of employees that are in Schedule A employed by the Employer with respect to wages, hours and all other terms and conditions of employment

ARTICLE 3

UNION SECURITY AND MEMBERSHIP

Section 1. All present employees who are members of the Union on the effective date of this Agreement shall remain members. All present employees who are not members of the Union, and all new employees hired hereafter, shall, become members of the Union as of the effective date of this Agreement, or not later than the 31st day of their

employment, whichever occurs later. All employees shall remain members in good standing for the full term of this Agreement.

Section 2. The foregoing provision shall not apply in an state, to the extent that it may be prohibited by state law. When work covered by this Agreement is to be performed upon property of the United States Government, as to which the provisions of any states “right-to-work” laws are inapplicable, all employees covered by this agreement, who are performing such work, shall be required, to obtain membership in the Union no later than the thirty-first (31st) day of such employment or the effective date of this Agreement, whichever is later, and maintain such membership in the Union while so employed.

Section 3. Membership in the Union is separate, apart and distinct, from the assumption by an employee of his equal obligation to the Union, insofar as he/she receives benefits or his/her equal to that received by other employees. The Union is required, under this Agreement, to represent all of the employees in the bargaining unit fairly and equally, without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit, and not for members of the Union only. Accordingly, it is fair and equitable that such employee in the bargaining unit assume his/her fair share of meeting the Union’s costs and expenses in performing its duties as the exclusive bargaining representative.

Section 4. In accordance with the policy set forth, under Section Three (3) of this Article, all employees who are not members of the Union shall pay to the Union, as the employees’ exclusive bargaining representative, an amount of money equal the Union’s regular and uniformly imposed initiation fees and dues. For present employees, such payments shall commence no later than the thirty-first (31st) day of their employment.

Section 5. in the event that any or all of the states described in Section Two (2) of this Article, a decision or action of the United States Congress, States legislature, a court or administrative board of competent jurisdiction, shall make the “Union Shop” or “Agency Shop” a lawful practice, the same shall become operable immediately and shall apply to all present and future employees.

ARTICLE 4

CHECK-OFF – DUES DEDUCTION

The Employer agrees to honor check-off cards, signed by the individual employees, which authorize the Employer to deduct from the employee’s paycheck each month, the Union dues, and initiation fees, as certified by the Union, and remit same within thirty-one (31) days to the Secretary-Treasurer of the appropriate Local Union. The Union agrees that in the event of any change in the Union’s dues structure, it will notify the Employer twenty (20) days prior to the first pay period of the following month. The Employer will furnish the Union with the names and addresses of all current and newly hired employees.

ARTICLE 5

NO DISCRIMINATION

Neither the employer, nor the Union, shall discriminate against, or in favor of, any employee on account of race, color, creed, national origin, political belief, sex, age, veterans, or handicapped, or because any employee exercised his/her rights under any federal or state law. All employer policies, rules and interpretations of this Agreement shall be applied equally to employees in the bargaining unit. The Union also recognizes the employer’s Affirmative Action Programs.

ARTICLE 6

UNION REPRESENTATION

Section 1. The number and need of stewards shall be determined by the Union, and appointments thereof will be made by the appropriate Business Manager. The Union agrees to limit the number of stewards to a maximum of one (1) per shift where possible.

Section 2. The Local Union shall supply the Contactor, in writing, and shall maintain with the contractor on a current basis, a complete list of all current authorized stewards, together with the designation of the group of employees they are authorized to represent.

Section 3. The Employer agrees to recognize the officers, stewards and duly designated representatives of the Union, and shall be kept advised, in writing, by the Local Union of the names of its local officers and representative.

Section 4. The Employer agrees that in the event it is planned to transfer a steward, officer, or representative, from one work shift to another, it will inform the Local Union five (5) days prior to such action.

Section 5. Authorized agents of the Union shall have access, with reasonable advance notice, to the Employer's establishment during working hours, without undue interference with Employer operations, for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to.

ARTICLE 7

DISCHARGE AND SUSPENSION

Section 1. An employee shall be subjected to immediate discharge for the following types of reasons:

- (a) Dishonesty, which includes misuse of time cards, time clocks, or time sheets.
- (b) Intoxication during working hours.
- (c) Use, possession, and/or distribution of drugs, or being under the influence of drugs during the working hours.
- (d) Fighting while on the premises or unwelcome physical contact is prohibited.
- (e) Unwanted touching and/or horse play.
- (f) Deliberate property damage or other such gross misconduct.
- (g) Not reporting to work for three (3) consecutive workdays or over staying an authorized leave of absence, without notifying the Employer.
- (h) Any false statement made on the application for employment or the medical examiner with the intent to deceive.
- (i) Unauthorized possession of firearms or explosives within the facilities.
- (j) Employees restricted by the Government from entering the Government installation
- (k) Sleeping on the job.

Section 2. other than the types of reasons identified above in Section one (1), the Employer shall not discharge any employee without just cause, and with respect to any such discharge, the employer shall give at least one (1) warning notice to the employee of

any complaint against such employee, in writing, and a copy of the same to the Local Union. Once warning notices become twelve months old, said notice shall be voided, and not be operative in the future. Warning notices of complaints against an employee need not be for similar reasons.

Section 3. The following shall constitute the types of rules and regulations in which the Employees shall be required to follow:

- (a) Gambling, including games of chance, operation of pools, lotteries, etc, within the facilities, shall not be permitted.
- (b) Amoral conduct of indecency on the premises shall not be permitted.
- (c) Insubordination or refusal or intentional failure to perform assignment and/or failure to respond to emergency response procedure after duty hours.
- (d) Vending, soliciting, or collecting contributions for any purposes whatsoever, at anytime, on the premises, unless authorized.
- (e) Excessive absenteeism and tardiness, abuse of sick leave, shall not be permitted.
- (f) Failure to perform work assigned to prescribed standards.
- (g) Failure to report to place of work after punching time clock or signing in.
- (h) Employees shall not wash up or change clothes until their equipment is cleaned and stored. Employees shall not leave the premises before the end of their scheduled workday.
- (i) Leaving assigned work area without notifying the supervisor during regular working hours, except for unpreventable situations.

- (j) Creating or contributing to unsafe working conditions, shall not be permitted.
- (k) Smoking, drinking soda, coffee in unauthorized areas on Company time, shall not be permitted.
- (l) The use of abusive language to supervisor or fellow employees shall not be permitted.
- (m) Horse playing on the premises is prohibited.

Employees found guilty of violating employer rules and regulations may be suspended without pay, or discharged, in the following manner:

- (a) *First Offense* - Written warning and counseling or suspension depending on severity of the offense.
- (b) *Second Offense*- dismissal or three (3) to five (5) day suspension (at Employer's discretion).

Section 4. discharge or suspension must be proper written notice to the employee, shop steward, and a copy mailed to the Local Union affected.

Section 5. pursuant to the Worker Adjustment and Retraining Notification Act (Title 29, U.S. Code Section 2103) the parties understand that all employees have been hired by the Employer to fulfill the Employer's service contract with the U.S. Government, therefore limited to the duration of the Employer's undertaking. It is further understood that the employees' employment by Accent Service Company Inc. (Prime Contractor) and Teltara LLC (Subcontractor), will terminate upon completion of the service contract if the service contract is not renewed.

ARTICLE 8

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. The parties to this Agreement, in the interest of resolving all disputes, complaints, or grievances, in connection with the interpretation or application of terms of this Agreement, have settled upon the following orderly and peaceful procedures.

: **Step One:** The employee shall report to the steward any issues relating to a grievance as defined above within three (3) calendar days of the occurrence. The steward shall investigate the matter and complete the grievance form and present the grievance to the employee's immediate supervisor within five (5) calendar days. During this period the steward, immediate supervisor and the employee shall meet and attempt to resolve the grievance. The immediate supervisor shall complete its section of the grievance form and return the grievance form to the steward if the resolution is reached. The grievance shall be considered resolved. If resolution has not been reached, the steward shall appeal the grievance to Step 2 within five (5) calendar days after receiving the grievance form from the immediate supervisor.

Step Two: Once the steward has received the grievance form from the immediate supervisor, the steward shall forward the grievance to the Project Manager or his designated representative. The Project Manager will meet with the steward and attempt to resolve the matter within five (5) calendar days upon receipt of the grievance. During this period, the Project Manager shall complete its portion of the grievance form and return the form to the steward. If resolution is reached, the grievance shall be considered resolved. If resolution has not been reached, the steward may appeal by processing the grievance to Step 3 by

forwarding the grievance to the Business Manager of the Union or his designated representative within five (5) calendar days after receiving the grievance from the Project Manager.

Step Three: The Business Manager shall review the grievance form and at his option further process the grievance to the Company's President by signing off on the grievance form and communicating his decision in writing to the President within five (5) calendar days of receipt of the Step 2 grievance. The President shall reply in writing to the Business Manager within ten (10) calendar days after receiving the Step 3 grievance. During this period the two parties may meet in an attempt to resolve the grievance. If resolution is not reached, the grievance may be appealed to Step 4, Arbitration.

Step Four: The party requesting arbitration shall serve notice to the other party within five (5) calendar days of the end of Step 3. The party invoking this procedure shall call upon the Federal Mediation and Conciliation Service to request a list of seven (7) arbitrators. The company and the Union shall alternately strike names from the list until one (1) Arbitrator remains. A flip of a coin will determine the first party to strike a name. The same arbitrator will not be used for more than one (1) arbitration unless mutually agreed between the parties. The parties agree that the decision or award of the arbitrator will be final and binding upon both parties, subject to such laws, rules and regulations as may be applicable. The arbitrator will have no authority to add to, subtract from or change any of the terms of this Agreement or Addendum. Each party will bear the expense of preparing its own case. The cost of the arbitrator's services and any other expenses

incidental to the arbitration mutually agreed to in advance, will be borne equally by the parties.

Section 2. The parties may, by mutual consent, select a mutually acceptable neutral to act as a temporary or permanent arbitrator for disputes arising under the terms of this Agreement.

Section 3. All time limits prescribed herein may be extended by mutual agreement by the Company and the employee. Failure of the Company to respond shall result in the granting of the relief sought in the grievance. Failure of the Union or employee to present the grievance to the next step within the time limits, shall constitute a basis for the company denying the grievance.

Section 4. In any case involving discharge or discipline imposed by the company, back wages, if any are awarded, shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or substitute earnings during the period of discharge or suspension.

ARTICLE 9

SENIORITY

Section 1. The Employer recognizes seniority with shall be based upon the length of continuous service, with previous, present and succeeding Employer's according to the Employer's and the Union's records, as an important factor to be considered by it in shift assignments, promotions, demotions, layoffs, and recalls after layoffs within the unit. It is understood, however, that the Employer may also consider efficiency and capability, provided that when these factors are equal, seniority shall prevail.

Section 2. No employee shall acquire any seniority rights, until he has been continuously employed by the present employer for a period of sixty (60) calendar days.

Section 3. A break in Seniority shall occur in the following events:

- (a) If an employee quits
- (b) If an employee is discharged for cause
- (c) If an employee takes an unauthorized leave of absence
- (d) If an employee is laid off for more than six (6) months
- (e) If an employee leaves due to military TDY assignment

Section 4. The employer shall supply the Union with an up-to-date seniority list, which shall be reviewed each six (6) months.

Section 5. Every new employee shall be on probation for a period of sixty (60) days and during this probationary period an employee may be dismissed for any reason considered justifiable by the Employer. Any employee so dismissed shall not have a right to invoke the grievance and arbitration procedure of this agreement.

ARTICLE 10

PROMOTIONS

Section 1. When the Employer determines that a vacancy exists in a classification, a notice of the vacancy shall be posted for a period of three (3) calendar days in the normal posting locations. Any employee in the Bargaining Unit shall be permitted to sign the notice indicating his/her desire to be selected for the position.

Section 2. In effecting a promotion, the Employer will give first consideration to employees of the unit and selection will be made therefrom unless an outsider application is clearly better qualified.

Section 3. The application of all candidates will be reviewed with full regard given to each candidate's skills, abilities, and experience. In making selections for promotion within the bargaining unit, all other factors being equal, the Employer agrees to promote the most senior employee.

ARTICLE 11

LEAVE OF ABSENCE

Section 1. Personal Leaves of Absence

(a) A personal leave of absence without pay, for reasonable cause, as determined by the Employer, may be granted for a period up to ninety (90) calendar days, with written approval of the employee's supervisor at least fifteen (15) days in advance of such leave of absence, providing the employee can be spared from his/her regularly assigned job duties. Such leaves of absence may be extended for good cause, shown up on written approval of the Employer. Employees who are away for a period longer than the term of the leave of absence, or who accept employment elsewhere without permission of the Employer during such leaves of absence shall be considered to have voluntarily terminated their employment with the Employer. It is agreed and recognized by both the Employer and the Union that all employees covered by this Agreement upon leaving for the Military Services shall receive all benefits required by the Selective Service Act, the Veteran's Re-employment Act or other applicable law.

(b) Employees shall not receive holiday pay for any holiday which falls during the period the employee is on leave without pay, which extends beyond ninety (90) days, nor shall such employee receive any accrued vacation for the period of the employer's absence.

Section 2. Military Leave of Absence

(a) The Employer and the Union agree to abide by the provisions of the Selective Service Act, and the Veteran's Re-Employment Act and other applicable laws relating to leave of absence for employees in the military, insofar as the provisions of said acts apply to the rights of the employees and the obligations of the Employer.

(b) Employees who are members of the National Guard and Military Reserve Units shall be granted necessary time off, without pay, in order that they may fulfill their military obligations. These employees must notify their supervisor immediately upon receiving notifications of training period or other obligations requiring a military leave of absence. Employees may elect to use earned vacation benefits (if eligible) during periods of military service.

(c) Active military personnel shall not be granted any leave of absence for any military TDY assignments by their military agency, as per Article 9 section 3(e), an employee leaving his work due to TDY assignment shall lose his/her seniority rights. The Employer provides Worker's Compensation coverage for employees who sustain an injury or contract a sickness covered by Worker's Compensation. The Employer will pay the injured or sick employee the difference between hours actually worked and hours scheduled on the date of the compensable injury. The Union will be provided a copy of any reported injury form WC-1 as a result of a covered worker's compensation injury.

Section 3. Injury or Sickness Leaves of Absence

(a) An employee desiring leave of absence from his employment shall secure written permission from the Employer. The maximum leave of absence shall be for ninety (90) days. An extension may be granted when required.

(b) Permission for leave must be secured from the Employer with a

copy mailed to the Union. Granting leaves of absence shall be for the following reasons: sickness, death in the immediate family, union activities, cases considered extreme hardship for an employee or any member of his/her immediate family, military duty, and in the case of compensation injuries or occupational disease.

(c) Employee Seniority shall continue to accrue during leave of absence. Leave or absence shall not cause a change in seniority date. However, if benefits accrue during a year in which a leave of absence is take, they shall be prorated according to service during that year. Leave of absence for maternity shall be granted in accordance to applicable law.

Section 4. Medical Treatment

The employer provides Worker's Compensation coverage for employees who sustain an injury or contract a sickness covered by Worker's Compensation. The Employer will pay the injured or sick employee the hours worked by his crew on the date of his injury or sickness.

ARTICLE 12

WAGES

Employees shall be paid wages and fringe benefits in accordance with this Agreement and the schedule of Wages identified as Addendum (A) for each location. The rates of pay and fringe benefits shall be negotiated between the Employer and designated representatives of the Local Union that has jurisdiction to represent the employees.

ARTICLE 13**SHIFT SCHEDULING, BASIC WORKWEEK & HOURS OF WORK**

All employees shall be assigned to work in accordance with the hours of work and shifts determined by the Employer and designated representatives of the Local Union that has jurisdiction to represent the employees.

Section 1. Work Week

The regular work week for all employees shall begin and end at 12:00 midnight on Saturday. The Employer will make every effort in scheduling to insure that no employee work more than seven (7) consecutive days. Due to the inconsistent tasks and frequency scheduling, required by the contracting agency, the Union recognizes the fact that it is impossible to place all of the Employer's employees on a thirty-five (35), five (5) days per week, work week.

Section 2. Days Off

Each full time employee shall have two (2) scheduled days off in each regular work week. The Employer must notify the affected employee at least two (2) calendar days in advance of any change in regular "scheduled days off". Where employees are required to maintain continuous operation of departments or assignments, days off may be fixed or rotated consistent with the requirements of the service. The Employer will make every reasonable effort to arrange work schedules so that a maximum number of employees will be off duty on Saturday and Sundays, consistent with operational requirements. Shifts for all regular employees shall be established as follows:

- (a) Shifts will be established by the Employer to best accomplish the mission of the duty assignment; and

- (b) employees transferred from one shift to another shall receive at least twenty-four (24) hours' notice except during emergencies or operational needs that dictate otherwise.

Section 3. Shifts

Shifts for all regular employees shall be established as follows:

- (a) Shifts will be established by the Employer to best accomplish the tasks and frequency schedules
- (b) Employees transferred from one shift to another shall receive at least twenty-four (24) hours notice except during emergency
- (c) Emergency Discontinuance of Operations. In the event of any emergency (i.e. sever weather conditions) requiring the discontinuance of the Employer's operations, employees will be released from work and/or will be excused from their obligations to report work in accordance with directive which may be issued by the military installation. The Employer shall not be required to pay wages unearned by employees as a result of such discontinuance of operations
- (d) No employee shall be required to work more than four (4) hours without a lunch period. Meal period shall be minimum of one half (1/2) hour and a maximum of one (1) hour and shall be without pay.

The provisions of the Article shall not be construed as a limitation upon the number of hours per day, per week, the Employer may operate business or schedule ins employees, nor shall it be construed as a guarantee of the minimum of hours available to employees.

ARTICLE 14

SHOW UP AND REPORTING TIME

Any employee reporting for work at the regular starting time, when he has not been notified not to report and for whom no work is provided, shall receive two (2) hours per day as his/her regular hourly rate. Any employee reporting for work at the regular starting time, and who is placed at work, shall be paid for no less than four (4) hours at his regular rate, even though four (4) hours have not been worked.

If more than four (4) hours are worked in any one shift, an employee shall receive pay for actual hours worked. Any employee called outside his regular working hours, or on his/her scheduled days off, shall be guaranteed a minimum of three (3) hours pay at the regular rate.

ARTICLE 15

OVERTIME

Overtime shall be paid at the rate of one and one-half (1-1/2) times the straight hourly rate. Overtime may be defined as:

(a) All work performed in excess of fourth (40) hours in any work week. The employer will distribute overtime work as is necessary, and as fairly as possible. Between employees affected by such overtime work. When an employee is required to work as Lead Person, he/she shall be paid that pay based on working fourth (40) hours in that position.

ARTICLE 16

HOLIDAYS

Section 1 Employees shall be entitled to the number of paid holidays as identified in Addendum (A) covering their location. Any employee who is absent

without an acceptable excuse on the scheduled workday immediately proceeding, and/or the scheduled workday immediately following a holiday shall forfeit his/her right to be paid for such holiday. If an employee is prevented from working on the workday immediately proceeding, or the workday immediately following a holiday because of illness attested to by a physician, or death in his immediate family, such fact shall constitute an acceptable excuse. (Immediate family shall include spouse parent, brother, sister and children.)

Section 2. the holiday as listed below will be observed as non-work days. Whenever such holidays as determined fall on a Saturday and the activity, except those required to operate during holiday period, may be closed to public business on the proceeding Friday. The succeeding Monday, in lieu of such holidays, then such Friday or Monday shall be Deemed to be a holiday.

<i>New Year's Day</i>	<i>Labor Day</i>
<i>Martin Luther King's Birthday</i>	<i>Columbus Day</i>
<i>President's Day</i>	<i>Veteran's Day</i>
<i>Memorial Day</i>	<i>Thanksgiving Day</i>
<i>Independence Day</i>	<i>Christmas Day</i>

Including any other holiday recognized by the Federal Government.

Section 3. Employees working on a holiday within their basic work week, meaning a sixth (6th), or a seventh (7th) day, shall receive the same pay as they would normally receive for that day, plus a regular day's pay in lieu of the day off.

Section 4. Employees working on a holiday within their basic work week will receive the same pay as they would normally receive on a regular workday, plus a day pay as they are normally entitled to for the holiday.

Section 5. if one of the aforementioned holidays falls within an employee's scheduled vacation, such employee shall receive one (1) additional day of paid vacation.

Section 6. in order for an employee to be entitled to receive pay for holidays not worked he/she must have been an employee of the company for sixty (60) days.

ARTICLE 17

VACATIONS

Section 1. employees shall receive paid vacation on their anniversary date as identified in Addendum (A) covering their location. Vacation shall not be paid or earned on a pro-rata basis, or during a period of layoff. Vacation pay shall be figured on the basis of the employee's normal work week. In addition, two (2) people working on the same team will not be granted vacation at the same time.

Section 2. the employer shall offer the employees the opportunity to request their vacation in advance for approval. This vacation schedule shall be approved no later than March 15th of each year. In selection of vacations the employee's seniority shall be determining factor. Once the vacation schedule is completed and approved it can not be arbitrarily changed by the employer. Employees shall be required to schedule their vacation in advance, as stated above, but when getting unscheduled vacation approved at a later date, it must be understood that approved vacation on the vacation schedule shall be recognized first in cases where an employee is requesting the same days off as another employee who has prior approval to take. Vacations must be used within the twelve (12) months following the employee's anniversary date.

Section 3. notwithstanding that an employee is otherwise entitled to a vacation and has qualified for same, he forfeits all vacation pay or privileges if prior to

taking his vacation he quits without giving the Company one (1) week's written notice of his intention to quit. He also forfeits his vacation pay or privileges if he fails to report to work three (3) or more times without notice to the Employer. This is grounds for removal for cause pursuant to Article 5.

ARTICLE 18

SICK LEAVE

Employees shall be entitled to sick leave per year, with pay, at the employee's regular rate of pay, as identified in Addendum (A) covering their location. The Employer may require medical proof of illness for absence in excess of two (2) days with sick leave. No sick leave pay shall be made for less than one half (1/2) day, employee will receive regular pay for hours worked and will receive no sick leave is available as earned and should be used accordingly. Abusing sick leave shall require proof of illness the first day of absence in order to receive sick leave pay.

ARTICLE 19

BEREAVEMENT LEAVE

Bereavement leave, as identified in Addendum (A), shall be recognized as follows: An employee who has a death in his/her immediate family defined as his/her spouse, parent, brother, sister, children, or member of immediate family through adoption or guardianship, shall be paid up to and including three (3) days' pay at his/her regular rate for time missed within one (1) week of the funeral. (Documentation may be required to show that legal adoption or guardianship does exist when death occurs to a family member in this category.)

ARTICLE 20

HEALTH AND WEALFARE

The Employer shall contribute, for each hour for which an employee covered by this Agreement is entitled to pay, to Man-U Service, Plan B in accordance with Addendum (A) to this Agreement.

ARTICLE 21

PENSION

The Employer shall contribute, for each ours for which an employee covered by this agreement is entitled to pay, to the Laborers' International Union of North America (Industrial) Pension Fund in accordance with Addendum (A) to this Agreement.

ARTICLE 22

HIRING OF EMPLOYEES

Section 1. The Employer agrees that it will contact the Union office and give the Union an opportunity to furnish all classes of employees covered by this Agreement, but the employer may obtain applicants from any and all other sources for the particular requirements. The Union shall endorse any requirements for hiring employees who would be trainees under federal control (WINS). The Union also recognizes that the employer is required to notify the State Job Service of openings.

Section 2. Selection of applicants for referral to or fro employment on jobs, shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, Union membership, by laws, rules, regulations, constitutional provisions, or any other obligation or aspect of Union membership, policies, or requirements.

Section 3. when the Employer is awarded a new service contract, in a location when the Laborers' International Union of North America already represents employees through a prior collective bargaining agreement, with the predecessor contractor, the employee signatory to this Agreement agrees to retain the necessary number of employees of the predecessor contractor required for Service contract performance. Article 9, Seniority, shall be applicable in the above.

ARTICLE 23

WASH AND WEAR UNIFORMS

The Employer shall provide two (2) wash and wear uniforms to new employees upon INITIAL employment. One (1) new uniform shall be provided to each employee, without cost, per year. The employees shall launder and maintain their own uniforms at their own expense.

ARTICLE 24

MISCELLANEOUS

Section 1. The Employer will provide facilities where all employees may eat their meals at their regularly scheduled times, provided such facilities are made available by the U.S. Government.

Section 2. The Employer agrees to give the Local Union a copy of the Employer's written personnel policies, and copies of the job descriptions for all classifications in the bargaining units. If no job description exists for a job classification it will be immediately negotiated jointly by the Union and the Employer

Section 3. Supervisors and other personnel outside the bargaining unit shall not regularly perform bargaining unit work so as to replace bargaining unit employees. The parties to this Agreement recognize, however, that such activity may be necessary from time-to-time to insure the efficient and profitable operation of the Employer and, therefore, agree that such activity is not violation of the provision of this Agreement.

Section 4. The pay period and payday shall be semi-monthly.

Section 5. Employees who are discharged from the services of the Employer shall receive their wages and personal property in full at the next regular payday thereafter. Employees who quit the services of the Employer without urgent reason will receive their wages at the next regular payday, but may receive their personal property upon quitting. No employee who is discharged or resigned will receive any wage until he/she has furnished proof that his file at Base Security has been cleared, and all badges/passes surrendered, and has cleared the Employer's property files. No wages will be released until all uniforms are turned into the Employer in a clean and non-abusive form.

Section 6. The Union agrees to encourage all employees in the bargaining unit to adhere to and follow rules and regulations as outlined in Article 7, Section 3 of this Agreement.

ARTICLE 25

NO STRIKES – NO LOCKOUTS

Section 1. It is the intent and purpose of the parties hereto, set forth herein, the basic Agreement covering wages, hours of work and other terms and conditions of employment to be observed by the parties, and to provide a procedure for the prompt and equitable resolution of disputes and grievances arising between the parties. Accordingly, it

is agree that there shall be no interruptions in, or impediments to, the Employer's operations, or any stoppages, strikes, or lockouts during the life of this Agreement arising out of such dispute or grievance. Instead, such disputes and grievances shall be peacefully resolved under the grievance procedure provided Article 8.

Section 2. It is agree that in all cases of any unauthorized strikes, slowdowns, walkouts, or any other unauthorized acts of employee of the Employer, or of any affiliated Local Union and/or district Council, or official thereof, the Union shall promptly undertake to induce employees to return to their jobs and to process any dispute under Article 8, and no liability shall attaché to the Union unless, and until, any such unauthorized act has been expressly ratified by the Union.

ARTICLE 26

INVALIDITY

In the event that any term or provision of the Agreement shall be declared in violation of state federal law, or shall through action or any federal or state legislation, become unlawful, such term or provision shall be void and of no effect in than t particular jurisdiction. All other terms and conditions of the Agreement shall remain in full force and effect. In the event any unauthorized Government Agency, or court of component jurisdiction, determines that the wage and fringe benefits contained in Addendum (A) are improper, the Employer shall be obligated to pay only wages and fringe benefits specified in the appropriate wage determination issued by the Department of Labor during the period the Union is appealing such action. If the Union's appeal is successful, the Employer's obligation will be governed by the terms of the modified wage determination issued as a result of the appeal providing that the Employer's fixed cost contract has bee increased accordingly.

ARTICLE 27

HEALTH AND SAFETY

The Employer and the Union agree that they will cooperate in the enforcement of health and safety standards, and rules that, may be established by the Employer in compliance with OSHA or other statutory regulations.

ARTICLE 28

PHYSICAL EXAMINATION

If required by the Contracting Agency, the Employer may require an employee to undergo physical examination, and it shall have the right to select the examining physical request the physician to conduct specific tests, and to receive written reports from the physicians as to his/her findings. Such reports shall be considered and treated in a confidential manner by the Employer. The total cost of such physical examinations, exclusive of any treatment given, shall be borne by the Employer.

ARTICLE 29

MANAGEMENT CLAUSE

Section 1. The Employer retains the sole rights in its discretion to manage it's business, to hire, discharge for cause, layoff, assign, transfer and promote it's employees, to determine the starting and quitting time and the number of hours to be worked; and all other rights and prerogatives subject only to such regulations and restrictions governing the exercise if these rights as expressly provided in the Agreement.

Section 2. The execution of the Agreement shall not create any vested rights in the employees of the Employer, and all rights not specifically relinquished by the Employer in this Agreement, shall remain the Employers.

ARTICLE 30

REOPENER CLAUSE FOR LOCAL WAGE DETERMINATION

The Employer and Public Service Employees Local 572, AFL-CIO agree to meet for the purposes of negotiating local area wages and fringe benefits as Addendum (A). by mutual agreement between the Employer and the Local Union, these negotiations shall commence between sixty (60) to one hundred twenty (120) days prior to the expiration date of the Employer's contract with the Federal Installation described in Addendum (A).

ARTICLE 31

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall insure to the benefit of the parties hereto their successors and assigns.

ARTICLE 32

SAVINGS CLAUSE

In the event that any term or provision of this Agreement shall be declared in violation of state or federal law, or shall, through action of any federal or state legislation, become unlawful, such term or provision shall be void and of no effect in that particular jurisdiction. All other terms and conditions of this Agreement shall remain in full force and effect.

ARTICLE 33

EFFECTIVE DATE AND DURATION

This Agreement, effective this 1st day of November 2005, shall be binding upon the parties hereto, their successors in the employing industry and their administrators, executors and assigns, and shall remain in full force and effect until 2009. And shall continue in effect from year to year thereafter, unless written notice is given by the Union or Employer, one hundred twenty (120) days prior to the expiration date, of its desire to modify, amend or terminate this Agreement. The parties shall begin good faith bargaining within fifteen (15) days after receipt of such notice. Addendum attached hereto will open annually for renegotiating wages, fringes, etc.. as set forth in said Addendum. If the parties are unable to agree to changes in aforementioned conditions, the parties shall be free to resort to economic recourse, notwithstanding the provisions of this Agreement.



For Teltara Inc



For the Union

ADDENDUM "A"
SERVICE CONTRACT AGREEMENT BETWEEN
PUBLIC SERVICE EMPLOYEES LOCAL UNION 572 AND
Teltara LLC SERVICE COMPANY INC./LANGLEY RESEARCH CENTER

ITEM	CLASSIFICATION	CURRENT WAGES	RATE EFFECTIVE 11/01/2006
WAGES	Cleaner/Crew Leader	\$9.09	\$10.00
	Cleaner	\$8.43	\$9.05
	Maintenance Leader	\$9.09	\$10.00
	Maintenance Specialist	\$8.74	\$9.24
	Floor Maint. Leader	\$9.09	\$9.54
	Floor Maint. Specialist	\$8.74	\$9.24
HEALTH & WELFARE	Plan A (Short-Term Disability)	\$2.21 per hour paid	\$2.76 per hour paid
COMPANY EMPLOYEE FUND	Laborers International Union of North America (Industrial) Pension Fund	Thirty-five (\$0.35) cents per hour that an employee is entitled to pay	Fifty-five (\$0.60) cents per hour that an employee is entitled to pay
SICK LEAVE	See Article XVIII of the CBA	(6 Days per year) employee earns one-half (1/2) day per month	(6 Days per year) employee earns one-half (1/2) day per month
VACATION	See Article XVII of the CBA	1 week after 1 yr. 2 weeks after 2 yrs. 3 weeks after 7 yrs. 4 weeks after 10 yrs.	1 week after 1 yr. 2 weeks after 2 yrs. 3 weeks after 7 yrs. 4 weeks after 10 yrs.
HOLIDAYS	See Article XVI of the CBA	10 days per yr.	10 days per yr.
UNIFORMS	See Article XXIII of the CBA	As described in Article XXIII of the CBA	As described in Article XXIII of the CBA
BEREAVE- MENT LEAVE	See Article XIX of the CBA	3 days for immediate family	3 days for immediate family

Ralph Wahlberg
 Ralph Wahlberg
 Teltara Inc.

31 Jul 06
 Date

Larry H. Doggette
 Larry H. Doggette
 Public Service Employees' Local 572

26 July 06
 Date

PENSION FUNDS: The Employer has agreed to make pension contribution on behalf of every employee covered by the Agreement. This Addendum sets forth more particularly the terms and conditions of the Employer's contribution obligations to this Fund, subject to any rights reserved by the Funds trustees to accept or not to accept the unit of the employees covered by the Agreement into the Participation.

LIUNA NATIONAL (INDUSTRIAL) PENSION FUND

- (a) The Employer shall contribute to the Laborers' International Union of North America National (Industrial) Pension Fund for Each hour for which an employee covered by this Agreement is entitled to pay, including hours pf paid vacation, paid holidays, and rate shall be the rate set forth in Addendum (A) to the Agreement. Contribution to the fund for an employee shall commence with the Employee's first day of employment in classification covered by this Agreement.
- (b) Contribution to the Fund Shall be due on a monthly basis and specifically by the Twentieth (20th) day of the first month following the month following the month during which contributions owed (if any) for the proceeding month. Such reports shall be submitted even if the employees performed no work and no contributions are owed to the fund for the month covered by the report.
- (c) The Fund shall have the right and authority to have a certified public accountancy firm audit the payroll and other records of the Employer for purposes of Verifying the accuracy of the contributions made to the Fund by the Employer, verifying employee eligibility and other purposes necessary for administration of the fund. The Employer and the Union also agree to provide the Fund with any and all truthful information necessary for administration of the Fund.
- (d) All contribution payment shall be made payable to the Laborers' International Union of North America national (Industrial) Pension Fund, and set to 905 16th Street, NW, Washington, D.C. 20006-1765
- (e) If the Employer fails to submit contributions or contribution reports to the Fund when due, it shall be considered in default and shall be subject to charges for interest liquidated damages, attorney fees, costs, audit fees and other costs of collection in accordance with the Fund's Agreement and Declaration of Trust. The Fund shall have the right to take any and all lawful action to secure payment of contributions and submission of the commencement of legal proceedings against the Employer and others acting on it's behalf.

The Employer's obligations with respect to the fund shall not be subject to any grievance or arbitration procedure under this Agreement. The Union

shall have the right to take whatever steps it deems necessary to secure compliance by the Employer with its contributions obligations.

- (f) The Employer and the Union agree to accept, be bound by, and comply fully, a copy of the fund's Agreement and Declaration of Trust. A copy of which has been provided to both.